



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

May 31, 2018

Hidden Shores Owners Association
Gulf Breeze, Fl.

Thank you for the inquiry into services provided by The Lake Doctors Inc. The two ponds measured 6.8 acres combined with various aquatic vegetation. The vegetation identified is very typical of what we see day to day, nothing exotic in the ponds. The ponds primary function is storm water control and management of storm water ponds requires a few key elements. The first is some aeration that helps circulate stagnant water, prevents thermoclines which casue fish kills, and infuses the water column with dissolved oxygen that helps natural biological processes to take place at greater rates then when storm water ponds are left unattended for years. The bacterium that normally would break down organics begin to die off and ponds accumulate a lot of muck in them, the aerator helps promote these bacteria. The second is direct control of aquatic vegetation that can become too thick in the pond making for poor water flow during rain events and may create poor aesthetics for the owners. The third aspect is nutrient control and organic muck control. The vegetation in ponds is the result of high nutrient loads that come from run off, fertilizers, well water, and reclaimed water. These nutrients can accumulate in the pond and be used by weeds and algae to grow, if we can control these nutrients it can reduce the frequency and intensity of weed and algae blooms.

The main weeds identified in the ponds were torpedo grass, which is the tall emergent grass around the edges. The control of this grass will begin to define the edge of the pond for the owners on the ponds. The next weed was Florida pond weed, distinguishable by the small leaves it produces when it reaches the surface. The last and most common grass in all ponds is slender spike rush, consider this the "lawn" of ponds. This grass will form very dense mats and grows rapidly year-round. The slender spike rush is a majority of what you see under the water when looking at the pond from any area along the shoreline. The management of these weeds does take regular scheduled applications of EPA registered herbicides. There are no restrictions on the ponds from these applications except irrigation, and we found no sign that the ponds are used for irrigation. There is no one time cure for aquatic vegetation, think of it as a yard, without mowing it will just grow taller. Storm water ponds require regular annual maintenance. Please see pictures below for identified weeds.

Figure 2 Florida pondweed



Figure 1 torpeda grass





Figure 3 slender spike rush

The two ponds have a few unique geographical features that could make complete aeration difficult and/or expensive. The fingers or lobes may not get good circulation with just the fountains placed in the middle. There may be the need for some extra aeration in these areas but this can be done later in the management of the ponds if it becomes absolutely necessary, only time will tell. The last thing with fountains and aerators is there are many options available to you which gives a wide price range. The day of my onsite meeting we looked at a few and the units quoted were the ones that drew the most interest but be advised options are available.

Please find attached a comprehensive water management plan that will include direct herbicide applications for control of vegetation, natural biological applications of proprietary blends of enzymes and beneficial bacterium that break down organic muck, and control nutrient loads in the water column. The result is a cleaner pond bottom over time. We have successfully used these applications to reduce up to 24 inches of muck in some ponds. The last aspect is the installation of aerating fountains.

Please do not hesitate to contact me with any questions.

Sincerely,

Matthew T. Scott, B.S.
Regional Manager

ATTACH PAYMENT HERE



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Water Management Agreement

MTS

This Agreement, made this _____ day of _____ 20__ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Hereinafter called "CUSTOMER" **REQUESTED START DATE:** _____
PURCHASE ORDER #: _____

The parties hereto agree to follows:

A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Includes a minimum of twenty (20) inspections and treatments, as necessary, for control and prevention of noxious aquatic weeds and algae, nutrient abatement, and muck digestion.

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1. Underwater and Floating Vegetation Control Program	\$	<u>628.00 MONTHLY</u>
2. Shoreline Grass and Brush Control Program	\$	<u>INCLUDED</u>
3. Triploid grass carp stocking in lieu of application and at Lake Doctors recommendation (stocking months are October-March)	\$	<u>INCLUDED</u>
4. Free call back service	\$	<u>INCLUDED</u>
5. Initial application of nutrient abatement and muck digestion	\$	<u>1485.00</u>
6. Monthly nutrient abatement and muck digestion (March-October)	\$	<u>482.00</u>
7. Monthly written service reports	\$	<u>INCLUDED</u>
TOTAL OF SERVICES ACCEPTED	\$	<u>11,395.00</u>

\$2113.00 (initial nutrient and muck application and first month of vegetation control) of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of **\$628.00 November-February, and 1110.00 March-October**, including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.

D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.

E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before July 8, 2018.

F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed 
MATTHEW T. SCOTT, REGIONAL MANAGER

Signed _____ Dated _____
Name _____

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation.
 - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional start-up charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution.
- 12) THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) Agreements that include debris removal shall consist of: Removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.

ATTACH PAYMENT HERE



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Sales Agreement

AQUAMASTER

MTS/

This Agreement, made this _____ day of _____, 20____ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Hereinafter called "CUSTOMER" PURCHASE ORDER #: _____

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to install or supply the following equipment in accordance with the terms and conditions of this Agreement in the following locations(s): **Hidden Shores, Gulf Breeze, FL.**

Note: Installation will commence upon receipt of deposit.

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified equipment:

1.	South Pond Master Series: 5hp, 208-240v, single phase power unit, low profile float, stainless intake screen, control panel UL listed and GFI protected with digital timer, 425' SEOW submersible power cable, Medinah pattern, AND 3 YEAR PANEL WARRANTY AND 5 YEAR POWER UNIT WARRANTY	\$	13,176.25	12,188.00
2.	North Pond Master Series: 5hp, 208-240v, single phase power unit, low profile float, stainless intake screen, control panel UL listed and GFI protected with digital timer, 300' SEOW submersible power cable, Medinah pattern, AND 3 YEAR PANEL WARRANTY AND 5 YEAR POWER UNIT WARRANTY	\$	10,707.50	9905.00
3.	Assembly and Installation: includes positioning and anchoring units in ponds, mounting control panel, trenching to water's edge, laying conduit and running all SEOW submersible cable.	\$	2362.00	
4.	6% sales tax	\$	1467.30	
5.	Santa Rosa County surtax	\$	50.00	
6.	Freight	\$	782.00	
	TOTAL OF SERVICES ACCEPTED	\$	26,754.30	

A deposit of \$13,377.15 shall be payable upon execution of this Agreement. The balance shall be payable **upon installation**, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement. **THE LAKE DOCTORS** considers this sale as made in Florida and is not responsible for the payment of any out-of-state (non-Florida) taxes except as required by law.

- C. THE LAKE DOCTORS agrees to sell only products with a demonstrated reliability and quality.
- D. THE LAKE DOCTORS agrees to supply equipment within **forty-five (45) business days**, subject to availability, with receipt of this executed Agreement and required advance deposit.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before July 8, 2018.
- F. The terms and conditions form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed 

Signed _____ Dated _____

Name/Title **MATTHEW T. SCOTT, REGIONAL MANAGER**

Name _____

TERMS AND CONDITIONS

1. Equipment sold by LAKE DOCTORS is warranted to be free from defects in materials and workmanship per warranty of the respective equipment manufacturers, but in no case less than one (1) year with the exception of electric lamp bulbs. **AQUAMASTER** warranties remain as below:

Masters Series®

- 1 – 5HP – 5 Years parts and labor
- 7.5 – 10HP – 4 years parts and labor

Master Decorative Series ½ HP

- Upgraded Panel – Unit Warranty 5 years – Panel 3 years
- Standard Panel – Unit Warranty 3 years – Panel 1 year
- No Panel – Unit Warranty 2 years

Celestial Fountains®

- 10-25 HP – 4 years parts and labor

Volcano II & Hydromax Series

- ½ HP – 3 Years parts and labor
- 1 ½ - 5 ½ HP – 5 years parts and labor

Night Glow Lighting: LED & RGBW – 3 years parts and labor

If fountains or aerators will be installed in salt or highly brackish water applications, **AQUAMASTER** recommends upgrading to Series 316 Stainless Steel.

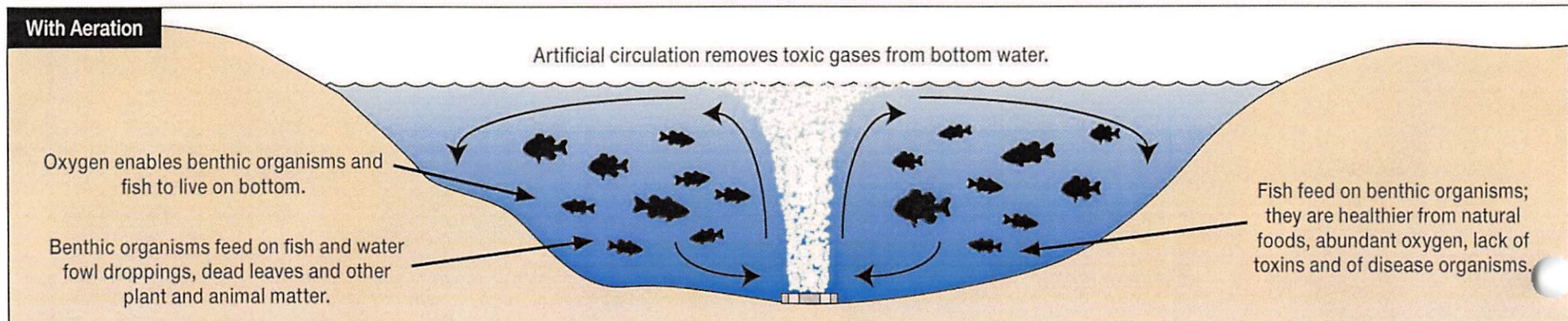
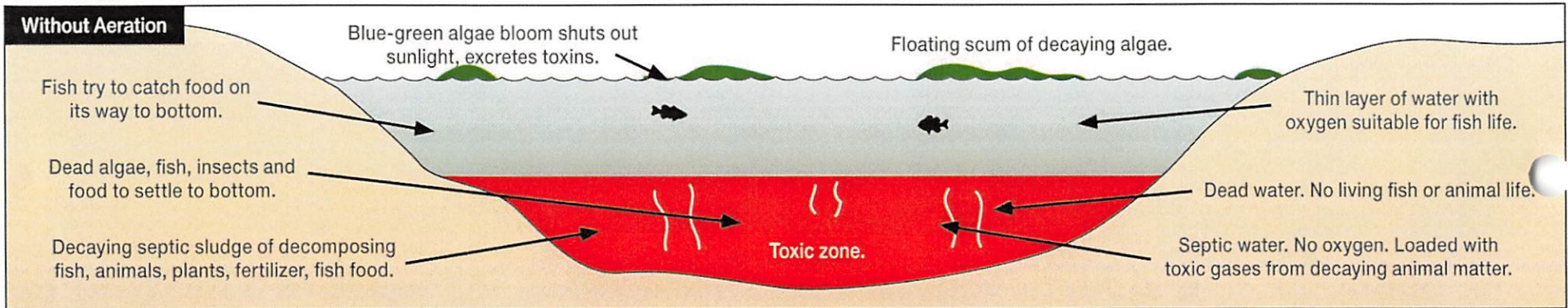
The liability is limited to the repair or replacement of such items deemed by MANUFACTURER to be defective and will not include items damaged by misuse, vandalism, theft, acts of God or other causes. Unless equipment was installed by LAKE DOCTORS or MANUFACTURER within Florida, it is understood that purchaser shall deliver such defective items to LAKE DOCTORS or MANUFACTURER for repair and bear all shipping costs to and from site. Any repairs, alteration or modifications made by anyone other than an authorized representative of LAKE DOCTORS or MANUFACTURER will void the warranty. Warranty work will not be performed or paid for by LAKE DOCTORS or MANUFACTURER unless all past due balances are paid in full. No warranty is made or implied regarding the ability of the equipment to control algae, prevent fish kills, control odors or other performance criteria not directly related to proper mechanical function of the equipment.

2. Items not covered under our warranty will be treated and billed as regular service calls. Examples of non-warranty work include cleaning of light lenses, unclogging of nozzles and filters, valve adjustments, resetting tripped breakers and other common maintenance items.
3. CUSTOMER shall be responsible for providing proper electrical power and performing electrical hookups. All electrical work shall meet all applicable governmental requirements. Said power shall be supplied to a designated site agreed upon by LAKE DOCTORS and CUSTOMER and generally within 25' or less of lake or pool edge. In all cases, power supplied should be in accordance with Article 680 and other appropriate provisions of the National Electrical Code including the use of ground fault circuit interrupter-type breakers on each submersible equipment circuit above 15 volts between conductors. It shall be CUSTOMER'S responsibility to ensure that proposed equipment to be supplied by LAKE DOCTORS meets all other governmental standards, including but not limited to, local electrical codes, building codes, etc. Additionally, CUSTOMER shall be responsible for obtaining any necessary permits.
4. Due to possible electrical shock hazards resulting from improper functioning of defective equipment, LAKE DOCTORS strongly advises CUSTOMER and other responsible parties to prohibit swimming and wading in pools or bodies of water in which electrical equipment has been installed. Posted notice is advised.
5. LAKE DOCTORS does not assume any liability whatsoever for damages, losses or conditions arising from improper use or maintenance of equipment installed by LAKE DOCTORS or MANUFACTURER. Furthermore, LAKE DOCTORS and MANUFACTURER assumes no liability whatsoever for damages, losses or conditions arising from equipment purchased from LAKE DOCTORS and improperly installed, used or maintained by CUSTOMER or others.
6. LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of LAKE DOCTORS. However, LAKE DOCTORS shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages.
7. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
8. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
9. This Agreement is not assignable by CUSTOMER except upon prior written consent by LAKE DOCTORS.
10. Termination of Agreement in writing by CUSTOMER after initiation of Agreement will be subject to a 20% restocking fee plus all shipping costs and subject to a charge equal to time and materials expended upon time of cancellation.
11. Quotations are made and orders accepted on a firm price basis provided customer authorizes shipment and delivery within a period of ninety (90) days after execution of Sales Agreement. Orders shipped after ninety (90) days are subject to prices in effect on date of shipment. All shipments F.O.B. shipping point.
12. Special or custom orders are not returnable for credit. A special or custom order is defined by LAKE DOCTORS as any order deviating from, or modified from, standard items, kits or systems. This shall include any component or system custom built to buyer's specifications.
13. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
14. THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances.
15. Should it become necessary for LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by LAKE DOCTORS resulting from such collection action.
16. Agreements that include debris removal shall consist of: casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.

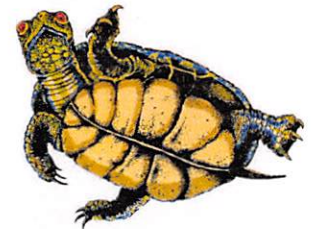


The Lake Doctors, Inc.
Aquatic Management Services®

Benefits of Aeration



- Entire water column circulation.
- Elimination of thermal stratification (temperature layers).
- Increased dissolved oxygen levels accelerating decomposition of organic muck & nutrient levels.
- Decreased algae, weed, and insect infestations.
- Elimination of foul odors from toxic gases.
- Elimination of oxygen related fish kills.
- Improved water quality and expansion of oxygenated habitat and ecosystem.
- Stimulation and preservation of a healthy, balanced aquatic ecosystem.



hidden shores
Write a description for your map.



Legend



7000 ft

Google Earth
© 2018



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July 18, 2018
Addendum A
Electrical Work

Hidden Shores Owners Association
Gulf Breeze, Fl.

The electrical set up for the aeration in each pond will include all necessary permitting for the establishment of 200-amp subpanels at each pond on common areas with meters and necessary circuits for the proposed fountains performed by licensed electricians. The estimated cost is \$9000.00.

Please use this as attachment to original proposal sent June 8, 2018.

Sincerely,

Matthew T. Scott, B.S.
Regional Manager